



ANITA M. BOCK
Director

County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

March 12, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**REQUEST TO APPROVE AMENDMENTS TO EXTEND AGREEMENTS WITH
NATIONAL FAMILY LIFE AND EDUCATION CENTER FOR THE CONTINUATION OF
ALTERNATIVE SERVICES FOR YOUTH FOR THE DEPARTMENT OF CHILDREN
AND FAMILY SERVICES (DCFS)
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the attached amendment, Amendment Number Two to the Alternative Services for Youth - Region 2 Agreement (Number 72071) with the National Family Life and Education Center, to extend the Opening Avenues to Stay in School (OASIS) Program for six (6) months, effective April 1, 2002 through September 30, 2002 (Attachment A). The cost to extend the Agreement for six (6) additional months is \$48,464, and is 100% federally funded by the Independent Living Program allocation. There is no net County cost.
2. Approve and instruct the Chairman to sign the attached amendment, Amendment Number Two to the Alternative Services for Youth - Region 6 Agreement (Number 72072) with the National Family Life and Education Center, to extend the Rites of Passage Program for six (6) months, effective April 1, 2002 through September 30, 2002 (Attachment B). The cost to extend the Agreement for six (6) additional months is \$157,397, and is 100% federally funded by the Independent Living Program allocation. There is no net County cost.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

DCFS is requesting Board approval to extend the Alternative Services for Youth Region 2 and Region 6 Agreements (the Agreements) to provide for the continuation of services provided thereunder. The current Agreements expire on March 31, 2002.

DCFS is currently negotiating the terms of a new contract and needs the extension to ensure the continuation of services to foster youth under its care. Specifically, DCFS released two separate Requests for Proposals (RFP) for Alternative Services for Youth, one each for Region 2 and Region 6 on November 28, 2001. In response to the RFPs, three (3) proposals were received. One for Region 2 and two for Region 6. The Evaluation Committee reviewed and rated each proposal. The highest ranking proposer for both RFPs rated very high in program services and quality control, but also submitted a proposal price which exceeded the DCFS budgeted amount. DCFS is currently researching for available funds and at the same time negotiating a price reduction with the highest ranking contractor.

Amendment Number Two is needed to continue services while DCFS completes this process. Amendment Number Two to each of the Agreements (the Amendments) will provide for the continuation of services under both Agreements while DCFS resolves a budget issue and negotiates the terms of the new contracts with the recommended contractor.

Both Agreements provide education and vocational support services and activities to foster youth in Los Angeles County. These services prepare youth for emancipation by providing support and education for life skills, assistance in completing education, furtherance of education opportunities beyond emancipation, and assistance in developing organization skills and conflict management skills. These are necessary, important services that should not lapse pending ongoing contract negotiations.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan and will ensure the availability of services to “at-risk” youth in the foster care system through the County’s Alternative Services for Youth program, which is consistent with Goal #1, Strategy #2-Design Seamless Service Delivery System and improve the well being of children and families; and with Goal #5, Strategy #1-Coordinate, collaborate and integrate services for children and families across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

The cost to extend the Agreements for six (6) months is \$205,861 (\$48,464 for Region 2 and \$157,397 for Region 6). Funding for these programs is included in the FY 2001-2002 Adopted Budget. These programs are 100% federally funded by the Independent Living Program allocation. There is no net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements with National Family Life and Education Center for Alternative Services for Youth, Region 2, Agreement Number 72071, and Region 6, Agreement Number 72072, were approved by your Board on March 30, 1999. Amendment Number One to each of the Agreements extended same for six (6) months from, October 1, 2001 through March 31, 2002 while DCFS re-evaluated the contract service areas for possible changes to the Request for Proposals prior to re-solicitation for these services and then engaged in a formal solicitation process.

The Contractor is in compliance with all Board, Chief Administrative Officer, and County Counsel requirements.

The Agreements between the County and Contractor expressly provide through their respective first Amendments, that the County of Los Angeles has no obligation to pay for expenditures by the Contractor beyond the contract amount. Further, Contractor will not be asked to perform services which exceed the approved contract amount, scope of work or contract term.

This Board letter has been reviewed by County Counsel and the Chief Administrative Office. County Counsel has approved Amendment Number Two to the Agreements as to form.

CONTRACTING PROCESS

There was no additional contracting process required for the Amendments.

The Department has evaluated and determined that the Living Wage program (County Code Chapter 2.201) does not apply to the recommended Amendments.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Amendments will ensure the continuation of meaningful learning experiences for foster youth facing barriers to successful emancipation and provide assistance for completion of education in preparation for emancipation. The programs covered by the Agreements target specific youth in DCFS Regions 2 and 6 who will benefit from the services these programs offer, and meet the County's commitment to foster youth under its care to prepare them for the transition to adulthood.

CONCLUSION

Upon approval of this request, please instruct the Executive Officer/Clerk of the Board to send an executed copy of this Board Letter and Amendment Number Two to the Department of Children and Family Services, Contract Management Services, 425 Shatto Place, Room 205, Los Angeles, CA 90020, Attention: Armand Montiel, Contracts Manager and to:

1. County Counsel, Edelman's Children's Court
201 Centre Plaza, Drive, Suite 1
Monterey Park, CA 91754
Attention: Kathleen D. Felice, Senior Deputy County Counsel
2. National Family Life and Education Center
5711 Slauson Ave., Suite 240
Culver City, CA 90230
Attention: Mr. Charles Lee Johnson

Respectfully submitted,

ANITA M. BOCK
Director

AMB:SN:rl

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

**AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 72071
WITH
NATIONAL FAMILY LIFE AND EDUCATION CENTER
FOR
ALTERNATIVE SERVICES FOR YOUTH – REGION 2
OPENING AVENUES TO STAY IN SCHOOL (OASIS)**

AMENDMENT NUMBER TWO
ALTERNATIVE SERVICES FOR YOUTH – REGION 2

This Amendment Number Two (hereinafter “Amendment”) to Agreement Number 72071, adopted by the Board of Supervisors on March 30, 1999, and amended by Amendment Number One dated September 4, 2001 (collectively, hereinafter “Agreement”) is made and entered into by the County of Los Angeles (hereinafter “COUNTY”) and National Family Life and Education Center (hereinafter “CONTRACTOR”) on the ____ day of _____, 2002.

WHEREAS, the purpose of this Amendment Number Two is to extend the term of the Agreement for six (6) additional months and to increase the Maximum Contract Sum to compensate CONTRACTOR for the additional service period; and

WHEREAS, pursuant to Section 2.0 (**CHANGES AND AMENDMENTS**), subparagraph 2.2 of the Agreement, the following changes are made to the Agreement; and

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following amendments:

1. Section 1.0, **APPLICABLE DOCUMENTS**, is amended and restated as follows:

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N, as set forth below are attached to and form a part of this Agreement.

Exhibit A - Program Statement
Exhibit B1- Standard Operating Budget
Exhibit B2- Monthly Reimbursement Invoice
Exhibit C - Contractor’s Equal Employment Opportunity Certification
Exhibit D - Employee Acknowledgment and Confidentiality Agreement
Exhibit E - Job and Performance Requirements Summary
Exhibit F - ILP Contract Accounting and Operating Handbook
Exhibit G - Sample ILP Youth File
Exhibit H - Certification of “No Conflict of Interest”
Exhibit I - Certification Regarding Lobbying
Exhibit J - Community Business Enterprise Form
Exhibit K - Child Support Compliance Program Certification
Exhibit L - Office of Management and Budget Circular A-122
Exhibit M - Internal Revenue Services Notice 1015
Exhibit N - Community Business Enterprises Program Certification Application

- 1.2 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between the Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A - Program Statement
Exhibit B1- Standard Operating Budget
Exhibit B2- Monthly Reimbursement Invoice
Exhibit C - Contractor's Equal Employment Opportunity Certification
Exhibit D - Employee Acknowledgment and Confidentiality Agreement
Exhibit E - Job and Performance Requirements Summary
Exhibit F - ILP Contract Accounting and Operating Handbook
Exhibit G - Sample ILP Youth File
Exhibit H - Certification of "No Conflict of Interest"
Exhibit I - Certification Regarding Lobbying
Exhibit J - Community Business Enterprise Form
Exhibit K - Child Support Compliance Program Certification
Exhibit L - Office of Management and Budget Circular A-122
Exhibit M - Internal Revenue Services Notice 1015
Exhibit N - Community Business Enterprises Program Certification Application

2. Section 4.0, **TERM AND TERMINATION**, is amended to add the following:

4.2 The term of the Agreement shall be extended for six (6) months effective April 1, 2002 through September 30, 2002, unless terminated earlier as provided for in the Agreement.

3. Section 5.0, **CONTRACT SUM**, is amended to add the following:

5.3.1 The Maximum Contract Sum for the period of the extension, as set forth in Section 4.0, paragraph 4.2 above, shall not exceed \$48,464 and shall be in conformity with Exhibit B1 Standard Operating Budget, set forth in the original Agreement.

4. Section 29.0, **INSURANCE**, is amended and restated as follows:

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified below in paragraph 29.7, Insurance Coverage Requirements. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

29.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator Armand Montiel, Manager, Contracts Management Services, 425 Shatto Place, Room 205, Los Angeles, CA 90020 prior to commencing services under this Agreement. Such certificates or other evidence shall:

- 29.1.1 Specifically identify this Agreement.
- 29.1.2 Clearly evidence all coverages required in this Agreement.
- 29.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 29.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
- 29.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 29.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 29.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 29.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
 - 29.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

29.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

29.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a "Non-Employee Injury Report" to the County Contract Manager.

29.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

29.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

29.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

29.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

29.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

29.7 Insurance Coverage Requirements:

29.7.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

29.7.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

29.7.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which

CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

29.7.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

29.7.5 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form ("all risk") coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form ("all-risk") coverage for the full replacement value of County-owned or leased property.

29.7.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$1,000,000
Forgery or Alteration:	\$1,000,000
Theft, Disappearance and Destruction:	\$1,000,000
Computer Fraud:	\$1,000,000
Burglary and Robbery:	\$ 500,000

5. The following Sections are added:

**Section 42.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT**

42.1 Contractor Responsibility and Debarment

- 42.1.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.
- 42.1.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 42.1.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.
- 42.1.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 42.1.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

42.1.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

42.1.7 These terms shall also apply to subcontractors of COUNTY Contractors.

Section 43.0, NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit M).

Section 44.0, USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

Section 45.0, CHILD ABUSE PREVENTION REPORTING

CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

45.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

45.1.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

45.1.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

- 45.1.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

Section 46.0, COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit N.

Section 47.0, DISPUTE RESOLUTION PROCEDURE

- 47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 47.0.
- 47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 47.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Vice President and County's Project Director for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Vice President and County's Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's President and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective

representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).

- 47.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 19.0, Termination for Default, Section 21.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 26.0, Proprietary Rights and Section 30.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER TWO
ALTERNATIVE SERVICES FOR YOUTH – REGION 2**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to Agreement Number 72071 for Alternative Services for Youth – Region 2, to be subscribed by its Chairman and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Two to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

NATIONAL FAMILY LIFE AND EDUCATION
CENTER

By _____

Title _____

By _____

Title _____

Tax Identification number:

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Senior Deputy County Counsel

**AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 72072
WITH
NATIONAL FAMILY LIFE AND EDUCATION CENTER
FOR
ALTERNATIVE SERVICES FOR YOUTH – REGION 6
RITES OF PASSAGE PROGRAM**

**AMENDMENT NUMBER TWO
ALTERNATIVE SERVICES FOR YOUTH – REGION 6**

This Amendment Number Two (hereinafter “Amendment”) to Agreement Number 72072, adopted by the Board of Supervisors on March 30, 1999, and amended by Amendment Number One dated September 4, 2001 (collectively, hereinafter “Agreement”) is made and entered into by the County of Los Angeles (hereinafter “COUNTY”) and National Family Life and Education Center (hereinafter “CONTRACTOR”) on the ____ day of _____, 2002.

WHEREAS, the purpose of this Amendment Number Two is to extend the term of the Agreement for six (6) additional months and to increase the Maximum Contract Sum to compensate CONTRACTOR for the additional service period; and

WHEREAS, pursuant to Section 2.0 (**CHANGES AND AMENDMENTS**) subparagraph 2.2 of the Agreement, the following changes are made to the Agreement; and

NOW THEREFORE, COUNTY and CONTRACTOR mutually agree to the following amendments:

1. Section 1.0, **APPLICABLE DOCUMENTS**, is amended and restated as follows:

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M and N, as set forth below are attached to and form a part of this Agreement.

Exhibit A - Program Statement
Exhibit B1- Standard Operating Budget
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Exhibit M - Internal Revenue Services Notice 1015
Exhibit N - Community Business Enterprises Program Certification Application

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Exhibit M - Internal Revenue Services Notice 1015
Exhibit N - Community Business Enterprises Program Certification Application

2. Section 4.0, **TERM AND TERMINATION**, is amended to add the following:

4.2 The term of the Agreement shall be extended for six (6) months effective April 1, 2002 through September 30, 2002, unless terminated earlier as provided for in the Agreement.

3. Section 5.0, **CONTRACT SUM**, is amended to add the following:

5.3.1 The Maximum Contract Sum for the period of the extension, as set forth in Section 4.0, paragraph 4.2 above, shall not exceed \$157,397 and shall be in conformity with Exhibit B1 Standard Operating Budget, set forth in the original Agreement.

4. Section 29.0, **INSURANCE**, is amended and restated as follows:

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the programs of insurance specified below in paragraph 29.7, Insurance Coverage Requirements. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

- 29.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contract Administrator Armand Montiel, Manager, Contracts Management Services, 425 Shatto Place, Room 205, Los Angeles, CA 90020 prior to commencing services under this Agreement. Such certificates or other evidence shall:
- 29.1.1 Specifically identify this Agreement.
 - 29.1.2 Clearly evidence all coverages required in this Agreement.
 - 29.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
 - 29.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.
 - 29.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.
- 29.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 29.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 29.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

29.4.1 Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

29.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Agreement.

29.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a "Non-Employee Injury Report" to the County Contract Manager.

29.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Agreement.

29.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

29.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

29.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

29.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

29.7 Insurance Coverage Requirements:

29.7.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

29.7.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million

dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned,” “hired” and “non-owned” vehicles, or coverage for “any auto.”

29.7.3 Workers’ Compensation and Employer’s Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

29.7.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

29.7.5 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property value, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

29.7.6 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Agreement, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$1,000,000
Forgery or Alteration:	\$1,000,000
Theft, Disappearance and Destruction:	\$1,000,000

Computer Fraud:	\$1,000,000
Burglary and Robbery:	\$ 500,000

5. The following Sections are added:

Section 42.0, DETERMINATION OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT

42.1 Contractor Responsibility and Debarment

42.1.1 A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible Contractors.

42.1.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.

42.1.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or any other public entity.

42.1.4 If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

42.1.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed

decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.

42.1.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

42.1.7 These terms shall also apply to subcontractors of COUNTY Contractors.

Section 43.0, NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Services Notice 1015 (Exhibit M).

Section 44.0, USE OF RECYCLED-CONTENT PAPER

Consistent with the Board of Supervisor's policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

Section 45.0, CHILD ABUSE PREVENTION REPORTING

CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

45.1 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et. Seq. of the Penal Code. This responsibility shall include:

45.1.1 A requirement that all employees, consultants, or agents performing services under this Agreement who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

45.1.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

45.1.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

Section 46.0, COMMUNITY BUSINESS ENTERPRISES PROGRAM

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of Certification Application and is attached as Exhibit N.

Section 47.0, DISPUTE RESOLUTION PROCEDURE

47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Agreement. All such disputes shall be subject to the provisions of this Section 47.0.

47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.

47.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and COUNTY shall submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.

47.4 In the event that the Project Managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Vice President and County's Project Director for further consideration and discussion to attempt to resolve the dispute.

47.5 In the event that CONTRACTOR's Vice President and County's Project Director are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's President and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.

- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Agreement, COUNTY's right to terminate this Agreement pursuant to Section 19.0, Termination for Default, Section 21.0, Termination for Convenience, or any other termination provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 26.0, Proprietary Rights and Section 30.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. SIGNATURES BELOW INDICATE ACCEPTANCE AND AGREEMENT TO THIS AMENDMENT.

**AMENDMENT NUMBER TWO
ALTERNATIVE SERVICES FOR YOUTH – REGION 6**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Two to Agreement Number 72072 for Alternative Services for Youth – Region 6, to be subscribed by its Chairman and attested by the Executive Office thereof, and CONTRACTOR has caused this Amendment Number Two to be subscribed in its behalf by its duly authorized officer on the day, month and year first above written. The person(s) signing on behalf of the CONTRACTOR warrants under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

Attest: Violet Varona-Lukens
Executive Officer-Clerk of
the Board of Supervisors

By _____
Deputy

NATIONAL FAMILY LIFE AND EDUCATION
CENTER

By _____

Title _____

By _____

Title _____

Tax Identification number:

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
LLOYD W. PELLMAN, County Counsel

By _____
Senior Deputy County Counsel